



Request For Quotation

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009
PO Box 6638
Phoenix, AZ 85005-6638
(602) 223-2262

SOLICITATION NO.: R9-9-012

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Ammunition, .40 S&W, Total Metal Jacket

(RFQ) Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;

Uniform Terms and Conditions (Incorporated herein by reference) - full text version is available for view and download at www.azdoa.gov/spo/agency-resources/documents-forms/procurement-documents.

2. Statement or Scope of Work;

3. Specifications;

4. Attachments;

5. Exhibits;

6. Special Instructions to Offerors;

7. Uniform Instructions to Offerors (Incorporated herein by reference) - full text version is available for download at www.azdoa.gov/spo/agency-resources/documents-forms/procurement-documents.

8. Other documents referenced or included in the Solicitation.

Duty to Examine: It is the responsibility of the Offeror to examine the entire solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting a quotation. Lack of care in preparing a quotation shall not be grounds for modifying or withdrawing a quotation after the due date and time, nor shall it give rise to any Contract claim. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.

Solicitation Contact Person: Inquiries related to this solicitation, including those related to product specifications and/or performance standards shall be directed to the procurement specialist whose name is listed herein or in their absence, designated DPS Finance section personnel. The Offeror shall not contact or direct inquiries concerning this solicitation to other DPS personnel unless specifically instructed herein.

Offerors Business Status: The Offeror should complete the Small, Minority, Woman Owned Business Certification section of the offer and acceptance section contained herein. In the event that this section is not completed, DPS Finance, at its sole discretion may request the information from the offeror. If requested, the offeror shall provide the information within 10 days of notification or as specified in the written request. Failure to provide the information within the stated time frame may result in the quotation being deemed non-responsive and therefore not considered for award.

Submission of Quotations: Quotations may be submitted in a sealed envelope or package with the solicitation number and the offeror's name and address clearly marked or sent via facsimile to (602)-223-2944. Quotations must be in the actual possession of the Arizona DPS, Finance Division, 2102 W. Encanto Blvd. P.O. Box 6638 Mail Drop 1330, Phoenix Arizona 85005 on or prior to the date and time cited on the cover page of the RFQ. Envelopes and packages shall be opened to identify contents if they are not clearly identified.

Late Quotations: Quotations received after the due date and time specified herein shall not be considered (A.R.S. 41-2533 & A.A.C. R2-7-B307).

Opening of Quotations: This is an informal procurement therefore quotations shall not be opened publicly.

Contract Award: The agency chief procurement officer shall award a contract to the small business determined to be most advantageous to the state in accordance with the evaluation factors identified herein. Only a small business shall be awarded a contract unless:



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1. The purchase has been unsuccessfully competed under R2-7-D303, including failure to obtain fair and reasonable prices; or
2. The agency Chief Procurement Officer has made a written determination that restricting the purchase to small business is not practical under the circumstances.

- Small Business Definition: A for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year (R2-7-101, paragraph 48).

Small, women- or minority-owned businesses are also encouraged to submit quotations.

- Minority or Women Owned Business (Definition): A business that is at least 51% minority and/or women owned.

Public Record: All quotations submitted in response to this Request for Quotation shall become the property of the state and shall become a matter of public record, subsequent to the award, as provided for by the Arizona Procurement Code.

I.T. 508 Compliance: Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing at least five days before the offer due date and time.

Federal Immigration Laws, Compliance by State Contractors: By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

Offshore Performance of Work: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.

Special Considerations: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

SPECIAL TERMS AND CONDITIONS



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The State's Uniform Terms and Conditions: The States Uniform Terms and Conditions are incorporated herein by reference -full text version is available for view and download at www.azdoa.gov/spo/agency-resources/documents-forms/procurement-documents.

Eligible Agency: This contract is for the exclusive use of the Arizona Department of Public Safety (DPS).

Contract Type: Firm fixed price, one time purchase.

Pricing: Contract pricing shall be F.O.B. Destination to delivery location specified herein. All pricing shall be firm, fixed and inclusive of all freight, delivery, unloading and all other costs incidental to the products purchased.

Taxes Not Included in Price: Contract prices shall not include applicable state and local taxes. The state shall pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

Ordering Process: The Arizona Department of Public Safety may procure the specific material and/or service awarded by the issuance of a contract release order/purchase order to the appropriate contractor. The contract release order/purchase order for the awarded material and/or service that cites the contract number specified herein is the only document required by DPS to order and the contractor to deliver the material and/or service.

Delivery: Delivery shall be made within thirty (30) days of receipt of a contract release order/purchase order or as mutually agreed upon by the contractor and DPS. Product shall be delivered in a complete and ready for use condition to Arizona Department of Public Safety Phoenix Warehouse, 2010 W. Encanto Blvd., Phoenix, AZ 85009

Safety Standards: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Serial Numbers: The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. The DPS reserves the right to reject any altered equipment.

Warranty (1 year): All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of one year from the date of acceptance by DPS. Any defects of design, workmanship, or materials that would result in non-compliance shall be fully corrected by the contractor (including parts and labor) without cost to DPS.

New Equipment: All equipment shall be new not refurbished or remanufactured.

Defects: All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, re-shipping or other like expenses shall be paid by the vendor. All replacement products must be received by the Department of Public Safety within thirty (30) days of initial notification

Billing: All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s). Failure to disclose all offered and accepted prompt payment terms on all invoice activities may result in contract cancellation.

Federal Immigration Laws, Compliance by State Contractors: By entering into the contract, the contractor warrants



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compliance with the Federal Immigration and Nationally Act (FINA) and other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

The state may request verification of compliance for any contractor or subcontractor performing work under the contract. Should the State suspect or find that the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension and/or debarment of the contractor. All cost necessary to verify compliance are the responsibility of the contractor.

I.T. 508 Compliance: Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which required that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



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SPECIFICATIONS

Winchester, Remington, Speer or Federal brand names or equal ammunition

.40 S&W

Total metal jacket

180 grains

All ammunition supplied shall meet or exceed all industry standards, such as, but may not be limited to, the following: Small Arms Munitions Manufacturers Institute (SAMMI), National Institute of Justice (NIM), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Occupational Safety and Health Administration (OSHA), FBI Ammunition Test Protocol, RE-LOAD AMMUNITION SHALL NOT BE ACCEPTED.

Offer & Acceptance Small, Minority, Woman Owned Business Certification Form

This procurement is being issued in accordance with the requirements established under A.R.S. §41-2535,

An Equal Employment Opportunity Agency



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applicable administrative rules and Governor's Executive Order No. 2004-29

In accordance with A.R.S. §41-2535, paragraph B: Any procurement which does not exceed the aggregate dollar amount of less than fifty thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director.

Arizona Administrative Rule (A.A.C.) R2-7-101, Definitions, Paragraph 48 defines "Small Business" as a for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year.

Minority or Women Owned Businesses are those defined as: A business that is at least 51% minority and/or women owned.

Offeror shall certify its business status by checking the applicable box/category listed below

<input type="checkbox"/> Small Business	<input type="checkbox"/> Woman Owned Business	<input type="checkbox"/> Small, Woman Owned Business
<input type="checkbox"/> Small Business, African American Owned	<input type="checkbox"/> Woman Owned Business, African American	<input type="checkbox"/> Small, Woman Owned Business, African American
<input type="checkbox"/> Small Business, Asian Owned	<input type="checkbox"/> Woman Owned Business, Asian	<input type="checkbox"/> Small, Woman Owned Business, Asian
<input type="checkbox"/> Small Business, Hispanic Owned	<input type="checkbox"/> Woman Owned Business, Hispanic	<input type="checkbox"/> Small, Woman Owned Business, Hispanic
<input type="checkbox"/> Small Business, Native American Owned	<input type="checkbox"/> Woman Owned Business, Native American	<input type="checkbox"/> Small, Woman Owned Business, Native American
<input type="checkbox"/> Small Business, Other Owned	<input type="checkbox"/> Woman Owned Business, Other	<input type="checkbox"/> Small, Woman Owned Business, Other
<input type="checkbox"/> Minority, African American Owned Business		
<input type="checkbox"/> Minority, Asian Owned Business		
<input type="checkbox"/> Minority, Hispanic Owned Business		<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Minority, Native American Owned Business		<input type="checkbox"/> Disabled Owned Business
<input type="checkbox"/> Minority Owned Business, Other		<input type="checkbox"/> Non-Small, Non-Minority, Non-Woman Owned

TO THE ARIZONA DEPARTMENT OF PUBLIC SAFETY: The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation & certifies its business status as one of the above.

Company Name

Date:

Address

City, State, Zip

Name of company personnel authorized to sign offer

Printed Name/Title:

Signature:

Federal Tax ID No.

Federal Employer Identification Number

Phone No:

Facsimile No.

E-Mail Address

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State. This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this

day of

Year

DPS Chief Procurement Officer or Authorized Designee



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End of Solicitation

